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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/852,740	05/11/2001	Kenneth Arneson	20-485	5000

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EXAMINER

LASTRA, DANIEL

ART UNIT	PAPER NUMBER
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3622

DATE MAILED: 12/20/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/852,740

Applicant(s)

ARNESON ET AL.

Examiner

DANIEL LASTRA

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 10 June 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-41 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-41 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>06/10/2003</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. Claims 1-41 have been examined. Application 09/852,740 (System and method for providing wireless services) has a filing date 05/11/2001 and Claims Priority from Provisional Application 60203885 (05/12/2000).

Claim Rejections - 35 USC § 112

2. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. Claims 3 and 4 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claims 3 and 4 recites "payment is for loan of said goods or lease of said goods. Nowhere, in the Applicant's specification, said limitation is recited or described.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 30 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 30 recites "maintaining said first wireless account on behalf of a website". For purpose of art rejection, claim 30 is interpreted as a network provider which reward users with wireless minutes for using services of said provider.

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Claim 1 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 1 recites "directing payment for goods or services with wireless airtime". For purpose of art rejection, claim 1 is interpreted as using points or credits as payment for products or services.

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-8, 21, 23, 26, 27, 29-32 and 34-37 rejected under 35 U.S.C. 102(e) as being anticipated by Walker (US 6,377,669).

As per claim 1, Walker teaches:

A method of purchasing goods or services, comprising:

directing payment for goods or services with wireless airtime units (see column 1, lines 35-42; column 2, lines 15-62).

As per claim 2, Walker teaches:

The method of purchasing goods or services according to claim 1, wherein: said directing payment is for payment of goods (see column 1, lines 37-42).

As per claim 3, Walker teaches:

The method of purchasing goods or services according to claim 1, wherein: said payment is for loan of said goods (see column 1, lines 37-42).

As per claim 4, Walker teaches:

The method of purchasing goods or services according to claim 1, wherein: said payment is for lease of said goods (see column 1, lines 37-42).

As per claim 5, Walker teaches:

The method of purchasing goods or services according to claim 1, wherein: said directing payment is for payment of a service.

As per claim 6, Walker teaches:

The method of purchasing goods or services according to claim 1, wherein: said directing payment transfers wireless airtime units from a buyer's account to a seller's account (see column 6, lines 10-27).

As per claim 7, Walker teaches:

The method of purchasing goods or services according to claim 6, wherein: said wireless airtime units can be used in a metered wireless communications system (see column 6, lines 10-27).

As per claim 8, Walker teaches:

The method of purchasing goods or services according to claim 6, wherein: said wireless airtime units can be used in post-paid wireless communications system (see column 6, lines 25-28; "charge his credit card account").

As per claim 21, Walker teaches:

A method of paying for an offering, comprising:

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maintaining a count of wireless airtime units in a wireless service account associated with an entity (see column 6, lines 1-29); and

reducing said maintained count of wireless airtime units in said wireless service account when said entity exchanges wireless airtime units for a particular offering (see column 6, lines 1-29).

As per claim 23, Walker teaches:

The method of paying for an offering according to claim 21, further comprising:
accepting a predefined number of said wireless airtime units in exchange for said offering (see column 8, lines 5-17).

As per claim 26, Walker teaches:

The method of paying for an offering according to claim 21, wherein:
said wireless airtime units represent metered wireless services (see column 6, lines 10-27).

As per claim 27, Walker teaches:

The method of paying for an offering according to claim 21, further comprising:
crediting at least one wireless airtime unit to said wireless service account in response to behavior by said entity (see column 6, lines 10-27).

As per claim 29, Walker teaches:

A method of exchanging wireless airtime units, comprising:
maintaining a first count of wireless airtime units in a first wireless account associated with a first entity (see column 6, lines 1-30);

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maintaining a second count of wireless airtime units in a second wireless account associated with a second entity (see column 6, lines 1-30);

receiving an electronic message that said first entity desires to exchange wireless airtime units with said second entity (see column 6, lines 1-29); and

transferring at least one wireless airtime unit from said first wireless account to said second wireless account (see column 6, lines 1-30).

As per claim 30, Walker teaches:

The method of exchanging wireless airtime units according to claim 29, further comprising: but fails to teach maintaining said first wireless account on behalf of a website (see column 8, lines 1-17).

As per claim 31, Walker teaches:

The method of exchanging wireless airtime units according to claim 29, wherein: said transfer of wireless airtime units is in response to detection of a particular electronic commerce transaction (see column 8, lines 5-20).

As per claim 32, Walker teaches:

The method of exchanging wireless airtime units according to claim 29, further comprising: reducing said count of wireless airtime units in said first wireless account when said first entity uses a wireless communications device associated with said first wireless account (see column 6, lines 1-30).

As per claim 34, Walker teaches:

A wireless device replenishment apparatus, comprising:

a first wireless account configured for a first wireless device to store at least one wireless airtime unit (see column 6, lines 1-27);

a second wireless account configured for a second wireless device to store at least one wireless airtime unit (see column 6, lines 1-27); and

an exchange component executable in a processor to transfer, in exchange for an offering associated with said second wireless device, said at least one wireless air unit from said first wireless account to said second wireless account (see column 6, lines 1-27).

As per claim 35, Walker teaches:

The wireless device replenishment apparatus according to claim 34, wherein: said offering is a good (see column 1, lines 36-50).

As per claim 36, Walker teaches:

The wireless device replenishment apparatus according to claim 34, wherein: said offering is a service (see column 1, lines 37-50).

As per claim 37, Walker teaches:

The wireless device replenishment apparatus according to claim 34, wherein: said first wireless account is associated with post-paid wireless services (see column 6, lines 10-27).

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

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invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 9-20, 22, 24, 25, 28, 33 and 38-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker (US 6,377,669) in view of Goldhaber (US 5,794,210).

As per claim 9, Walker teaches:

A method of providing e-commerce incentives, but fails to teach comprising: offering wireless airtime units to a user in response to said user performing an action on a web site. However, Goldhaber teaches a system that awards points to users in response to said users performing an action on a website (i.e. viewing advertisements (see Goldhaber column 11, lines 7-32). Therefore, it would have been obvious to a person of ordinary skill in the art that Walker would award points to users for said users viewing of advertisements, as taught by Goldhaber. Walker would be motivated to offer wireless airtime units to users in response to said users performing an action on a web site in order to provide said users an incentive to access said website as said user would be compensated for said accessing.

As per claim 10, Walker teaches:

The method of providing e-commerce incentives according to claim 9, but fails to teach wherein said action on said web site comprises: selection of an electronic advertisement. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 10.

As per claim 11, Walker teaches:

The method of providing e-commerce incentives according to claim 9, but fails to teach wherein said action on said web site comprises: returning to said web site.

However, the same argument made in claim 9 regarding said missing limitation is also made in claim 11.

As per claim 12, Walker teaches:

The method of providing e-commerce incentives according to claim 9, but fails to teach wherein said action on said web site comprises: obtaining electronic services. However, the same argument made in claim 9 said missing limitation is also made in claim 12.

As per claim 13, Walker teaches:

The method of providing e-commerce incentives according to claim 9, but fails to teach further comprising: monitoring said web site to determine if said user performs said action on said web site. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 13.

As per claim 14, Walker teaches:

The method of providing e-commerce incentives according to claim 13, further comprising: creating a wireless service account for said user (see Walker column 6, lines 1-29) but fails to teach in response to said user performing said action on said web site. However, the same argument made in claim 9 with respect to said missing limitation is also made in claim 14.

As per claim 15, Walker teaches:

The method of providing e-commerce incentives according to claim 14, further comprising: crediting said wireless service account with said wireless airtime units (see column 6, lines 10-27).

As per claim 16, Walker teaches:

The method of providing e-commerce incentives according to claim 14, further comprising: crediting said wireless service account when said user purchases wireless airtime units (see column 6, lines 25-29).

As per claim 17, Walker teaches:

The method of providing e-commerce incentives according to claim 15, further comprising: reducing a count of wireless airtime units in said wireless service account when said user uses a wireless communications device based on said wireless service account (see column 7, lines 19-32).

As per claim 18, Walker teaches:

A method of conducting e-commerce, comprising:

offering wireless airtime units to a user in exchange for said user usage of traveling services (see column 8, lines 17);

and crediting a wireless device account associated with said user with a given number of wireless airtime units for said user of traveling service access by connecting to a service network (see column 8, lines 5-17). However, Walker does not teach that said crediting is done when said user accesses electronic information. However, the argument made in claim 9 regarding said missing limitation is also made in claim 18.

As per claim 19, Walker teaches:

The method of conducting e-commerce according to claim 18, further comprising:

creating a wireless service account for said user (see column 6, lines 10-27) but fails to teach in response to said user accessing said electronic information. However,

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the same argument made in claim 9 regarding this missing limitation is also made in claim 19.

As per claim 20, Walker teaches:

The method of conducting e-commerce according to claim 18, wherein:

said wireless account is a metered wireless service account (see column 6, lines 10-27).

As per claim 22, Walker teaches:

The method of paying for an offering according to claim 21, further comprising:

selling a product wherein said product can be purchased in exchange for a predefined number of said wireless airtime units in a wireless service account associated with a purchaser of said product (see column 35-43) but fails to teach selling said product through a web site. However, Goldhaber teaches a system that awards points to users for viewing advertisements where said points can be redeemed for products or service through a website (see Goldhaber column 3, lines 35-40). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Walker would allow users to redeem reward points for telephone calls or for products obtained via a website, as taught by Goldhaber. Walker would be motivated to allow users to redeem reward points for products or service through a website in view that Walker teaches in column 1, lines 37-42 the exchange of reward points for merchandise or service.

As per claim 24, Walker teaches:

The method of paying for an offering according to claim 21, but fails to teach wherein: said wireless airtime units are earned by performing an action on a web site. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 24.

As per claim 25, Walker teaches:

The method of paying for an offering according to claim 21, but fails to teach wherein: said wireless airtime units are earned by visiting a web site. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 25.

As per claim 28, Walker teaches:

The method of paying for an offering according to claim 21, further comprising: crediting one or more wireless airtime units to said wireless service account (see column 6, lines 10-27) but fails to teach in response to said entity visiting a web site. However, the same argument made in claim 9 with respect to said missing limitation is also made in claim 28.

As per claim 33, Walker teaches:

The method of exchanging wireless airtime units according to claim 29, further comprising: increasing said maintained count of wireless airtime units in said first wireless account (see column 6, lines 1-30) but fails to teach when said first entity performs a desired action on a website. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 33.

As per claim 38, Walker teaches:

An incentive offering system, comprising:

a wireless service account associated with an entity, said wireless service account maintaining a count of wireless airtime units (see column 6, lines 1-30); but fails to teach and a processor in communication with both an e-tailer website and said wireless service account, said processor being configured to increase said count of wireless airtime units when said entity performs a desired action on said e-tailer web site. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 38.

As per claim 39, Walker teaches:

The incentive offering system according to claim 38, but fails to teach wherein:

said e-tailer's web site is configured to monitor activity of said entity to determine if said entity has earned offered wireless airtime units; and said e-tailer's web site is configured to communicate with said processor to update said wireless service account with said earned wireless airtime units. However, the same argument made in claim 9 regarding said missing limitation is also made in claim 39.

As per claim 40, Walker teaches:

The incentive offering system according to claim 38, wherein:

said wireless service account is updateable with additionally purchased wireless airtime units (see column 6, lines 25-2) but fails to teach from said e-tailer. However, the argument made in claim 9 regarding said missing limitation is also made in claim 40.

As per claim 41, Walker teaches:

The incentive offering system according to claim 38, wherein:

said wireless service account is updateable with additionally purchased wireless airtime units from said wireless service account (see column 6, lines 25-30).

Conclusion

6. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure:

- Cai teaches a telephone system having advertisement with bonus free phone call service.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ERIC W. STAMBER can be reached on 571-272-6724. The official Fax number is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

DL

Daniel Lastra
December 4, 2005

Yehdega DeHa
YEHDEGA
PRIMARY EXAMINER